



PALM SPRINGS CONVENTION CENTER UNMANNED AERIAL VEHICLE POLICY

Drones, Unmanned Aircraft Systems ("UAS"), Unmanned Aircraft ("UA"), Remotely Operated Aircraft ("ROA"), and Unmanned Aerial Vehicles ("UAVs"), are all terms occasionally used to identify unmanned aircraft and are individually and collectively referred to in this Policy as "UAVs." Manager may permit the operation of UAVs inside and in close proximity to the Facility, provided that Licensee complies with the following terms and conditions, and guarantees that the following conditions are strictly adhered to:

General Conditions:

For the use of UAVs at the Facility, Licensee must:

- Provide to Manager a written, detailed description of the proposed UAV (including make, model number, and manufacturers guidelines), and the location, date, and time proposed for the UAV operation;
- Provide to Manager evidence of insurance covering the use of UAV(s) at the Facility.
 - ***The Certificate of Insurance must stipulate that the provider's coverage specifically amends the aircraft exclusion to allow for the type of UAV Licensee proposes to operate at the Facility and name the Indemnitees as an additional insured.***
- Provide documentation satisfactory to Manager (in Manager sole discretion) that the UAV operator has been trained and is qualified to operate the UAV.
- Ensure compliance at all times with all applicable laws, rules, regulations, and procedures issued by federal, state, and local governmental authorities or the Manager of any airports or nearby sporting facilities, including without limitation the Federal Aviation Regulations ("FARs") and any rules and regulations issued by the FAA or the TSA as amended, modified or supplemented from time to time.
- Secure written approval from Manager before any UAV is operated in or near the Facility or in connection with Licensee's Event.

Indoors:

In addition to the General Conditions set forth above, Licensee agrees and shall ensure that:

- Attendees are advised that UAVs will be used during the event.
- UAVs are prohibited from flying over populated areas.
- UAVs are not flown in lobbies, meeting rooms, restaurants, or other common areas.
- UAVs weigh less than 55 pounds.
- UAVs carrying weapons are prohibited.
- UAVs are prohibited from flying within 18" of any building structure including sprinklers.
- UAVs fly only in the defined exhibit booth space as expressly approved by Manager in accordance with the General Conditions, above.
- Attendees are protected from UAVs with the use of netting, plastic, or other Manager-approved safety features.

Outdoors:

Nothing in this Policy constitutes or shall be construed to constitute permission from the Manager to operate any UAV outside of the Facility, but Manager recognizes that UAV operation may take place at Licensee's event(s). Therefore, in addition to the General Conditions set forth above, if a UAV is operated outside of the Facility, Licensee shall ensure that:

- A valid Certificate of Waiver or Authorization (for public entities) or a Commercial Exemption or Special Airworthiness Certificate (for private entities) is secured from the Federal Aviation Administration and provided to the Manager together with a representation and warranty that such Exemption or Certificate is valid.
- The UAV is operated less than 400 feet above ground, away from airports and air traffic, and within sight of the operator, and comply with any temporary airspace restrictions as may be in place.
- Prior written approval is secured from the City of Palm Springs and County of Riverside and provided to the Manager.

Licensee hereby releases and agrees to indemnify, hold harmless, and defend the City of Palm Springs and County of Riverside, SMG, and the directors, members, officers, agents and employees, affiliates and subsidiaries of each of the above (the "Indemnitees" as defined in Section 10 of the License Agreement) from and against any and all liabilities, damages, actions, costs, losses, claims, and expenses (including attorneys' fees), arising out of or related to the use of (a) UAV(s). Licensee hereby assumes full responsibility for any and all liabilities related to or arising out of the use of the UAV, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on Indemnitees, including where such loss, damage, injury, liability or claim is the result of the sole negligence, active negligence, or willful misconduct of Indemnitees, and regardless of Licensee's negligence or misconduct, and regardless of Manager's knowledge or consent. Licensee specifically acknowledges and agrees that its duty to defend Indemnitees is an immediate and independent obligation to defend Indemnitees from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Licensee by Indemnitees and continues at all times thereafter.

Licensee hereby acknowledges that it has read and understands the foregoing Policy and agrees to be bound by the same.

SMG

LICENSEE

DATE:

DATE: